

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

In Re:

CONSTANCE N. CRAIG-MASON
A/K/A CONSTANCE N. CRAIG
ANTHONY O. MASON,

Debtors

CLEARFIELD MOTORS, INC.
D/B/A CAR ONE FINANCIAL, LLC,

Movant

vs.

CONSTANCE N. CRAIG-MASON AND
ANTHONY O. MASON

Respondents

Chapter 13

Case No. 1:18-bk-04676-HWV

OBJECTION TO CONFIRMATION OF CHAPTER 13 PLAN

COMES NOW, this 18th day of December, 2018, Clearfield Motors, Inc. d/b/a Car One Financial, LLC, by and through its attorneys, CGA Law Firm P.C., Brent C. Diefenderfer, Esquire, and respectfully represents the following:

PARTIES

1. Movant is Clearfield Motors, Inc. d/b/a Car One Financial, LLC, 4048 Carlisle Road, Dover, Pennsylvania 17315 (hereinafter "Movant"). Movant is represented by CGA Law Firm, Brent C. Diefenderfer, Esquire, 135 North George Street, York, Pennsylvania 17401.

2. The Respondents are the within Debtors, Anthony O. Mason and Constance N. Craig-Mason (hereinafter "Debtors"). Debtors are represented by Pugh and Cutaia, PLLC, Dawn M. Cutaia, Esquire, 115 East Philadelphia Street, York, Pennsylvania 17401.

3. Charles J. DeHart, III Esquire (hereinafter "Trustee"), has been duly appointed and qualified to act as the Trustee in the within bankruptcy case and maintains an office at 8125 Adams Drive, Suite A, Hummelstown, Pennsylvania 17036.

{01569101/1}

BACKGROUND

4. Debtors filed the within case as a voluntary Chapter 13 on November 3, 2018.

5. Debtors are obligated to Movant on two separate loans both of which are secured in motor vehicles owned by the Debtors as is evidenced by Proofs of Claim No. 22 and 23 filed on December 18, 2018. The vehicles include:

- a. A 2012 Buick Verano, VIN #1G\$PR5SK3C4132801 (purchased 7/6/2018); and
- b. A 2009 Nissan Altima, VIN #1N4AL21E39N50828 (purchased 7/30/2018).

OBJECTION

6. Movant objects to the Debtors' Chapter 13 Plan for the following reasons:

- a. The Plan does not provide for payment of pre-petition arrears owed to Movant;
- b. The Plan does not provide for direct monthly payments to Movant;
- c. The Plan impermissibly modifies the contract rights of Movant by reducing interest rates from 8.9% to 5.0%. Neither of the vehicles are eligible for cram down or modification because both vehicles were purchased within the 910 days prior to the Debtors' bankruptcy petition; and
- d. The Plan fails to provide for pre-confirmation adequate protection payments consistent with contract. More specifically, the Plan proposes to pay Movant \$200.00 per month on each of the loans, however, the terms of the contracts provide for aggregate bi-weekly payments of \$238.00.

WHEREFORE, Clearfield Motors, Inc. d/b/a Car One Financial, LLC objects to the confirmation of the Debtors' Chapter 13 Plan.

Respectfully submitted,

CGA Law Firm P.C.

/s/Brent C. Diefenderfer, Esquire

Brent C. Diefenderfer Esquire

Supreme Court No. 93685

135 North George Street

York, Pennsylvania 17401

Telephone: (717) 848-4900

Counsel for Creditor

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

In Re:

CONSTANCE N. CRAIG-MASON
A/K/A CONSTANCE N. CRAIG
ANTHONY O. MASON,
Debtors

CLEARFIELD MOTORS, INC.
D/B/A CAR ONE FINANCIAL, LLC,
Movant

vs.

CONSTANCE N. CRAIG-MASON AND
ANTHONY O. MASON
Respondents

Chapter 13

Case No. 1:18-bk-04676-HWV

CERTIFICATE OF SERVICE

I certify that I am more than 18 years of age and that on December 18, 2018, a true and correct copy of the attached Objection was served upon the following parties in the following manner:

Name	Mode of Service
Charles J. DeHart, III, Chapter 13 Trustee	Via CM/ECF
Dawn M. Cutaia, Esquire	Via CM/ECF

I certify under penalty of perjury that the forgoing is true and correct.

Date: 12/18/2018

/s/Brent C. Diefenderfer, Esquire
Brent C. Diefenderfer Esquire

{01569101/1}